

**AGREEMENT BETWEEN THE REPUBLIC OF ITALY AND THE PRESIDENCY
OF THE CENTRAL EUROPEAN INITIATIVE (CEI) ON THE SEAT OF THE CEI –
EXECUTIVE SECRETARIAT IN TRIESTE**

WHEREAS during the meeting between the Heads of Government and the Foreign Ministers of the Central European Initiative, which took place in Warsaw in October 1995, it was decided to set up a Documentation and Information Centre to be located in Trieste that was renamed as CEI – Executive Secretariat (hereinafter “CEI-ES”) by the Meeting of Heads of Government of the Central European Initiative in Sarajevo in November 1997;

WHEREAS, with the cooperation of the Friuli Venezia Giulia Region, the activities of the CEI-ES have initiated;

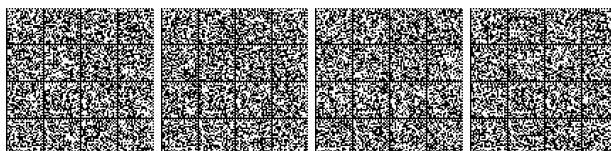
THEN the Presidency of the Central European Initiative and the Republic of Italy as follows:

ARTICLE 1

- I. The seat of the CEI-ES shall be in Trieste, and it shall be made available to CEI by the Italian Republic, through the Friuli Venezia Giulia Region, free of charge and ties, under the terms described in an appropriate Protocol.
- II. This Agreement shall apply to the seat of the CEI-ES and to the staff attached to it.
- III. The CEI-ES shall be responsible for the management and the day-to-day maintenance of the premises. The appropriate Italian authorities shall be responsible for major repairs and repairs of an exceptional nature due to damages resulting from *force majeure* or structural defects.

ARTICLE 2

Upon request, the CEI-ES shall allow duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate facilities, conducts, electric equipment and sewers within the CEI-ES and shall take adequate steps to minimize possible hindrances to the activities of the CEI-ES.



ARTICLE 3

All communications directed to the CEI-ES, or to any official in the seat of the CEI-ES, as well as all official communications between the CEI-ES and the outside world, taking place with any means or in any form, shall not be subject to censorship or to any other form of interception or interference.

ARTICLE 4

The CEI-ES and its assets shall be immune from legal proceedings, with the exception of those particular cases in which the CEI-ES has expressly waived the immunity.

ARTICLE 5

The premises under Article 1 above are inviolable. No official of the Italian Republic or other persons exercising any public authority within the Italian territory shall enter the CEI-ES to perform any duty therein, except with the explicit consent of and under the conditions mentioned by the Secretary General of the CEI-ES or his/her duly authorized representative. The Secretary General of the CEI-ES shall prevent the CEI-ES from being used as refuge by persons who are avoiding measures limiting their personal freedom, under the laws of the Italian Republic, and by persons required by the Italian Republic for extradition to another country.

ARTICLE 6

The Italian Republic recognizes the right of the CEI-ES to convene meetings at the CEI-ES or, with the concurrence of the appropriate Italian authorities, elsewhere in the Italian territory.

ARTICLE 7

I. The CEI-ES shall be exempt from custom duties and other levies, prohibitions and restrictions on goods and materials of any kind imported or exported by the CEI-ES in the attainment of its institutional purposes. Goods and materials enjoying these exemptions shall not be sold in Italy unless at the conditions agreed upon with the Italian Republic.

II. The CEI-ES shall be exempt from custom duties and other levies, prohibitions and restrictions on the importation of an adequate number – agreed upon with the Italian Republic –



of service automobiles, required for the performance of its official activities. The CEI-ES shall dispose freely of such automobiles three years after their importation. In such cases, no prohibition or restrictions shall be placed upon their sale, and no custom duties or other levies shall be payable. The Italian Republic shall make available to the CEI-ES allotments of gasoline or other required fuel, as well as lubricants for each such vehicle in the quantities and at the rates prevailing for diplomatic missions in Italy. For each vehicle, the Italian Republic shall issue a diplomatic licence plate or similar instrument identifying it as a service vehicle.

ARTICLE 8

- I. The CEI-ES, its assets, incomes and transactions shall be exempt from any direct taxation and fiscal requirements established by State, Regions, Provinces and Municipalities.
- II. With regard to indirect taxation, and in particular value-added tax, the CEI-ES shall enjoy exemption for substantial purchases and transactions at the conditions not less favourable than those granted by Italy to other international Organizations. Such privilege shall be applied in accordance with the national legislation in force.

ARTICLE 9

All CEI officials and experts on mission for CEI, within the CEI-ES, shall:

- I. be immune from legal process in respect of words spoken or written, as well as of any other act performed in their official capacity. This immunity shall continue to be accorded also after the persons concerned are no longer officials or experts;
- II. be exempt from taxation on the salaries and emoluments paid to them by the CEI-ES, and from having such exempt income taken into account for the calculation and assessment of taxation on other possible income;
- III. be immune from national service obligations;
- IV. be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- V. have the right to import free of duty their furniture and personal effects, including one automobile, within twelve months of first taking up their functions in Italy, in one or two shipments.



VI. In addition to the privileges and immunities above, the Secretary General, the Alternate Secretary General and the Deputy Secretary General of the CEI-ES, their spouses and minor children shall be granted the privileges and immunities, the exemptions and facilities accorded by the Italian Republic to the members of comparable rank of the diplomatic corps in Italy.

VII. Nationals and permanent residents in Italy shall not enjoy the privileges under paragraphs II, III, V and VI above.

ARTICLE 10

I. The Italian Republic shall facilitate the entry, residence and departure from Italy of all persons having an official duty at the CEI-ES and, if necessary, of their families and members of their households. The appropriate Italian authorities shall provide all such persons with any necessary visa free of charge and in the shortest possible time and shall ensure them any necessary assistance in their transit through the Italian territory.

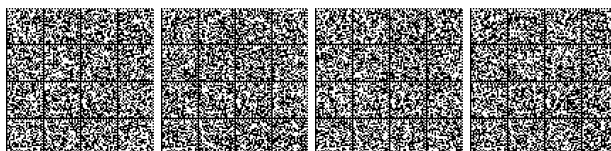
II. The CEI-ES and CEI shall constantly cooperate with the appropriate authorities in order to prevent any misuse of the privileges, immunities and facilities provided for in this Agreement.

ARTICLE 11

I. Staff members of the CEI-ES shall be covered by compulsory health and social security insurance by Funds or public or private Insurance Institutions of the Italian State or of any other State, whose regulations must be made known to the Italian authorities. Compulsory health insurance shall include dependants, identified in accordance with the relevant regulations.

II. The Parties agree that the CEI-ES and its officials shall be exempt from any compulsory contributions to the Organizations of the Italian Republic established and working in the field of social security, which could result from the employment relation between such officials and the CEI-ES. However, staff members who are Italian citizens must pay the health insurance contributions on incomes included in the yearly income tax return (IRPEF), other than those paid to them by the CEI-ES or on its behalf.

III. Health assistance services directly provided by the National Health Service shall be totally reimbursed by the Insurance Company selected by the CEI-ES or by the person concerned, or by the Pension Fund for the UN personnel, to the structure which has provided such services.



ARTICLE 12

- I. The Italian Republic shall not incur any legal liability for acts or omissions of the CEI-ES or of its officials acting or failing to act within the limits of their official functions.
- II. The CEI-ES shall conclude an insurance contract covering its liability for damages resulting from the use of the seat or from the exercise of its official activities, and undertaken by legal or physical persons who are not officials of the CEI-ES. Any act concerning the CEI-ES's liability for such acts shall be directly addressed against the insurer before the Italian judges, according to the insurance contract provisions.
- III. The vehicles of the CEI-ES shall be covered by public liability.

ARTICLE 13

The Parties shall conclude the complementary agreements or understandings they will deem necessary or appropriate.

ARTICLE 14

Any dispute arising out between the Parties with relation to the interpretation and the implementation of this Agreement shall be solved through diplomatic means.

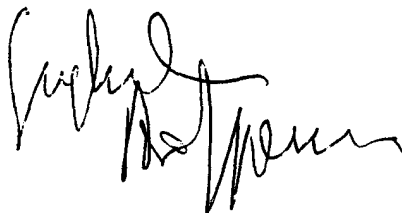
ARTICLE 15

- I. This Agreement shall enter into force as soon as both Parties shall have exchanged a written notice containing the information that all domestic measures necessary to this end have been fulfilled.
- II. Possible consultations concerning changes to this Agreement shall be entered into upon request by CEI or by the Italian Republic.
- III. This Agreement shall remain in force for an unlimited period of time, with the understanding, however, that either Parties are entitled to terminate it with a twelve (12) month written notice to the other Party.
- IV. This Agreement shall cease to be in force:
 - a) By mutual consent of CEI and the Italian Republic; and
 - b) If the CEI-ES is transferred from the Italian territory.



Done at Vienne on 29 May 2009 in two originals, each in the English and Italian languages, all texts being equally authentic. In case of divergence on interpretation or application, the English text shall prevail.

For the Republic of Italy



For the Presidency of the Central European Initiative



LAVORI PREPARATORI

Camera dei deputati (atto n. 3625):

Presentato dal Ministro degli affari esteri FRANCO FRATTINI il 13 luglio 2010.

Assegnato alla III commissione (Affari esteri e comunitari), in sede referente, il 29 luglio 2010 con pareri delle commissioni I, II, V, VI, XI e questioni regionali.

Esaminato dalla III commissione, in sede referente, il 4 agosto 2010 e 14 settembre 2010.

Esaminato in aula il 14 settembre 2010 ed approvato il 15 settembre 2010.

Senato della Repubblica (atto n. 2330):

Assegnato alla 3ª commissione (Affari esteri, emigrazione), in sede referente, 21 settembre 2010 con pareri delle commissioni 1ª, 2ª, 5ª, 6ª, 11ª e 12ª e questioni regionali.

Esaminato dalla 3ª commissione, in sede referente, il 20 ottobre 2010 e il 2 marzo 2011.

Esaminato in aula ed approvato il 3 marzo 2011.

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